

1 Price Stipulation Bankruptcy Case # 16-12891/AMC

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re: Warren Twain Price, Jr. and Ikia D Price,
Debtors.

Nationstar Mortgage LLC as servicer for U.S.
Bank National Association, as Trustee of Asset
Backed Securities Corporation Home Equity
Loan Trust, Series MO 2006-HE6, Asset Backed
Pass-Through Certificates, Series MO 2006-HE6,
Movant,

v.

Warren Twain Price, Jr. and Ikia D Price,
Debtors,

William C. Miller, Trustee,
Additional Respondent.

CHAPTER 13

BANKRUPTCY CASE NUMBER
16-12891/AMC

11 U.S.C. § 362

STIPULATION AND ORDER

AND NOW, in consideration of the mutual promises and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby stipulated and agreed to by and between the undersigned as follows:

1. This Stipulation shall govern all post-petition payments due and owing to Movant, including those that fall due after the arrears, as set forth below, are cured.
2. The post-petition arrearages on the mortgage held by Movant on Debtors' property at 7040 Kindred Street, Philadelphia, PA 19149, are \$1,594.76. The breakdown of the arrears is as follows:
 - * Post-Payments from August 1, 2016 to September 1, 2016 at \$797.38 each = \$1,594.76;
3. If Debtors provide proof of negotiated payments not already credited, they will receive credit for those payments.
4. Debtors shall cure the arrearages in the following manner:
 - (a) Movant shall apply \$775.86 from Debtor Suspense to the arrearage balance;
 - (b) The balance of the arrears, to-wit, \$818.90, shall be cured by the Debtors through the Chapter 13 Plan;
 - (c) Debtor shall resume making the regular monthly mortgage payments on October 1, 2016;

2 Price Stipulation Bankruptcy Case # 16-12891/AMC

(d) If funds are not received prior to the 16th of the month, then the payment shall include all applicable late charges;

(e) All payments to Movant are to be in CERTIFIED FUNDS, MONEY ORDER, or BANK CASHIER'S CHECK with the Loan No. written on the face thereof, and shall be made directly to Attention: BANKRUPTCY DEPARTMENT, Nationstar Mortgage LLC as servicer for U.S. Bank National Association, as Trustee of Asset Backed Securities Corporation Home Equity Loan Trust, Series MO 2006-HE6, Asset Backed Pass-Through Certificates, Series MO 2006-HE6, at P.O. Box 619094, Dallas, Texas 75261-9741;

(f) Debtors are responsible to pay the monthly payment as that amount may be adjusted from time to time by Movant in accordance with standard escrow practices;

(g) All payments made pursuant to this Stipulation and Order shall be applied first to reimburse Movant for its attorneys' fees and costs (as provided for above) in connection with this motion. All further payments will be applied to the arrears and/or monthly payments in the manner prescribed by the Mortgage and Note.

5. Debtors understands that he shall be required to file an amend Chapter 13 Plan to pay the entire new adjusted \$12,997.78 arrearage claim of Movant (original arrearage claim of \$12,178.88 + post arrears of \$818.90) by October 10, 2016. Movant shall file an amended proof of claim with the new arrears amount of \$12,997.78.

6. In the event that Debtors fail to make any of the payments set forth above, Movant shall notify Debtors and Debtors' attorney of the default in writing and Debtors may cure the default within 15 days of the notice. If Debtors should fail to cure the default within 15 days, Movant may file a Certification of Default with the Court, and upon the filing of the Certification, Debtors consents to the Court entering an Order granting Movant relief from the Automatic Stay.

7. After Movant sends two (2) Notices of Default for Debtors' failure to remain post-petition current, then Movant may file a Certification of Default with the court instead of sending a third Notice of Default.

3 Price Stipulation Bankruptcy Case # 16-12891/AMC

8. Debtors understands that should Movant be forced to provide a written Notice of Default of this Stipulation, that Debtors shall be responsible for any reasonable attorney fees of \$50.00 per Notice of Default and \$200.00 per Certification of Default incurred by Movant as a result of preparation of same.

9. Debtors agree that the Court may waive Rule 4001(a) (3), permitting Movant to immediately implement and enforce the Court's order.

Dated: 10/4/16




Kevin S. Frankel, Esquire
Attorney for Movant

Dated: 10/4/16



Brad J. Sadek, Esquire
Attorney for Debtors

Dated: 10-7-16


William C. Miller
Trustee **STAFF ATT**

AND NOW, this 13th day of October, 2016, it is hereby ORDERED that the foregoing Stipulation is approved, shall be, and is made an Order of this Court.

BY THE COURT:



HONORABLE ASHELY M. CHAN
UNITED STATES BANKRUPTCY JUDGE